



By Docket Room at 2:17 pm, Jan 04, 2023

January 4, 2023

VIA ELECTRONIC MAIL TO: fergas@hg.doe.gov

Office of Fossil Energy [FE-34] U.S. Department of Energy 1000 Independence Avenue, S.W. Washington, D.C. 20585

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC (collectively, "FLEX")

FE Docket Nos. 10-160-LNG, 10-161-LNG, 11-160-LNG, 11-161-LNG, 12-06-LNG

<u>UPDATE TO REGISTRATION INFORMATION PURSUANT TO DOE/FE ORDER NOS.</u> 2913, 3066, 3282-C, 3357-B AND 3957

In accordance with (i) Ordering Paragraph G of DOE/FE Order No. 2913 (issued February 10, 2011); (ii) Ordering Paragraph F of DOE/FE Order No. 3066 (issued February 10, 2012); (iii) Ordering Paragraph K of DOE/FE Order Nos. 3282-C and 3357-B (issued November 14, 2014); and (iv) Ordering Paragraph K of DOE/FE Order No. 3957 (issued December 19, 2016), FLEX hereby submits the following registration for LNG Americas, Inc. ("LNG Americas") to update information on file with the DOE previously provided for LAI LNG, LLC (LAI").

FLEX entered into a long-term liquefaction tolling agreement with SK E&S LNG, LLC ("SK") on September 9, 2013 (the "LTA"), and pursuant to the requirements of the FLEX export authorizations, filed with the Department of Energy ("DOE") the required customer registration for SK. On November 13, 2013, the DOE acknowledged SK's customer registration with respect to DOE/FE Order Nos. 2913, 3066 and 3282 (the final form of which is DOE/FE Order No. 3282-C). On February 12, 2014, the DOE acknowledged SK's customer registration with respect to DOE/FE Order No. 3357 (the final form of which is DOE/FE Order No. 3357-B). Subsequent to those acknowledgments, FLEX obtained an additional export authorization pursuant to DOE/FE Order No. 3957. On June 21, 2022, SK changed its entity name to LAI. On July 12, 2022, the DOE acknowledged receipt of LAI's customer registration with respect to DOE/FE Order Nos. 2913, 3066, 3282-C, 3357-B, and 3957.

On December 15, 2022, LAI merged with and into LNG Americas (its immediate parent), with LNG Americas as the surviving corporation. As a result of the consummation of such merger, LNG Americas became the counterparty to the LTA, as successor-in-interest to LAI. On December 27, 2022, LNG Americas provided written confirmation to FLEX of the closing of such transaction.

Please find attached the updated registration for LNG Americas, reflecting the change above and providing updated contact information for LNG Americas. Any questions concerning the foregoing should be addressed to the undersigned at (713) 634-3546 or msalo@freeportlng.com.

Respectfully submitted,

Mer Jalo

Matthew Salo

Assistant General Counsel Freeport LNG Expansion, L.P.

LNG Americas, Inc.

1980 Post Oak Blvd, Suite 2000, Houston, TX 77056

Freeport LNG Expansion, L.P. Attn: President 333 Clay Street, Suite 5050 Houston, TX 77002

RE: Registration under FLEX Export Authorization - DOE/FE Order Nos. 2913, 3066, 3282-C, 3357-B, and 3957

Dear Sir:

Pursuant to Section 11.2 of that certain Liquefaction Tolling Agreement, dated as of September 9, 2013 (the "LTA") by and between LNG Americas, Inc. (as successor-in-interest to LAI LNG, LLC) ("Customer"). FLNG Liquefaction 3, LLC, and Freeport LNG Expansion ,L.P. ("FLEX"), Customer hereby authorizes FLEX to submit to the Department of Energy ("DOE") the following information for the purposes of (i) registering Customer with the DOE as a Person on whose behalf FLEX or its applicable Affiliate has the right to export pursuant to the FLEX Export Authorizations issued on December 19, 2016 (DOE/FE Order No. 3957), November 14, 2014 (DOE/FE Order Nos. 3282-C and 3357-B). February 10, 2011, as amended February 7, 2014 (DOE/FE Order No. 2913), and February 10, 2012, as amended February 7, 2014 (DOE/FE Order No. 3066). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the LTA.

- 1. <u>Customer Information</u>. Pursuant to the requirements of said FLEX Export Authorizations, Customer provided the information below, which is current and accurate as of the date of this letter:
 - (a) Customer's exact legal name is LNG Americas, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 1980 Post Oak Blvd., Suite 2000, Houston, TX 77056. Customer's direct parent entity is SK E&S Americas, Inc., a corporation organized under the laws of the State of Delaware and Customer's ultimate parent entity is SK E&S Co., Ltd., a corporation organized under the laws of the Republic of Korea: and
 - (b) any inquiries may be directed to the following:

Name/Title: Jong Soo Lee/CEO and President of LNG Americas. Inc. Address: 1980 Post Oak Blvd. Suite 2000, Houston, TX 77056

E-mail Address: james7.lee@sk.com

Telephone: 281-833-4201

Fax: 281-822-7871

2. Customer Contracts.

- (a) Customer hereby provides to FLEX copies, attached hereto as Attachment A, of the following contracts Customer has executed as of the date hereof:
 - (i) any long-term contracts, including processing agreements, that result in the export of natural gas pursuant to a FLEX Export Authorization, including LNG; and

- (ii) any long-term contracts associated with the long-term supply of natural gas to the Freeport Facility with the intent to process this natural gas into LNG for export pursuant to the FLEX Export Authorization referenced above.
- (b) If Customer elects to provide contracts to FLEX for submission to the DOE, Customer (i) represents that it has attached hereto as Attachment A copies of any contracts previously executed by Customer that meet either of the descriptions set forth in Paragraph 2(a) above; and (ii) hereby agrees to provide to FLEX (within fifteen (15) days of execution) a copy, to be filed by FLEX with the DOE of any contract executed after the date hereof that meets either of the descriptions set forth in Paragraph 2(a), above.
- (c) If Customer elects to submit contracts directly to the DOE, then, in lieu of Paragraph 2(b) above, Customer: (i) represents that it has attached hereto as Attachment A summaries of any contracts previously executed by Customer meeting either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE within five (5) Business Days of the date of this letter (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make); and (ii) hereby agrees to provide to FLEX, no later than five (5) Business Days prior to the relevant DOE deadline, summaries of any contracts subsequently executed by Customer that meet either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE by such deadline (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make).
- (d) In instances where Customer is providing a summary of any contract to both DOE and FLEX, Customer shall provide DOE and FLEX with identical summaries.
- (e) In instances where Customer is providing full contracts or contract summaries to FLEX for submission to the DOE, FLEX hereby agrees to take all available steps to protect the confidentiality of such contracts, including, as applicable, filing the contracts under seal, using the contract summary provided by Customer to FLEX as the contract summary provided to DOE, and providing DOE with appropriate documentation of the need for confidentiality.
- 3. <u>Updates</u>. Customer hereby agrees to provide FLEX with written notice and updated information with respect to the items listed below no later than five (5) Business Days prior to the relevant DOE deadline:
 - (a) a change in its company name:
 - (b) a change in its contact information:
 - (c) a change in the term of any long-term contract described in Paragraph 2, above:
 - (d) the termination of any long-term contract described in Paragraph 2, above; and
 - (e) any other relevant modification to any of the contracts described or information provided in this letter.
- 4. <u>Compliance with Export Authorization and Regulations</u>. To the extent that Customer does not take responsibility for directly registering itself with the DOE, Customer hereby acknowledges and agrees

to provide all information necessary to permit FLEX to register Customer with the DOE as required by the FLEX Export Authorizations referenced above. Customer further acknowledges and agrees to comply with such FLEX Export Authorizations and all applicable requirements of the DOE's regulations at 10 CFR Part 590, including but not limited to the destination restrictions set forth in such FLEX Export Authorizations. Customer agrees to sell or transfer LNG exported pursuant to the FLEX Export Authorizations referenced above only to entities that have agreed in writing to the destination restrictions and reporting requirements set forth in that FLEX Export Authorization and have agreed to include such terms in all subsequent sales or transfers.

Very truly yours.

LNG AMERICAS, INC.

By: Jong Suo Lee Title: CEO and President

Date: December 21st, 2022

ATTACHMENT A

CUSTOMER CONTRACTS

Paragraph 2(a)(i) Contracts

Liquefaction Tolling Agreement, dated as of September 9, 2013 by and between Customer and FLNG Liquefaction 3, LLC*. *On October 15, 2013, FLEX submitted the Liquefaction Tolling Agreement and a summary of the major provisions to the DOE for the purpose of registering Customer with regards to DOE/FE Orders Nos. 2913, 3066, and 3282 (the final form of which is DOE/FE Order No. 3282-C).

Paragraph 2(a)(ii) Contracts

Not applicable at present.